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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BAJA FERRIES USA L.L.C.,

Plaintiff,

-against-

CALDER SEACARRIERS CORP.,  
FENBY CO. LTD., UNITED SHIPPING  
AGENCY SRL, BRISTOL MARINE CO.  
LTD. and BML CHARTERING,

Defendants.  
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08-cv-06031 (DC)

**Declaration of JANG KIL, KIM**  
**In Support of Motion**  
**to Vacate the**  
**Rule B Attachment**

JANG KIL, KIM, pursuant to 28 U.S.C. §1746 hereby declares and says the following under penalty of perjury:

1. I am the Vice President of non-party Stx Pos Ship Management Co. I have held this position since Apr 1, 2005. I have been informed of the dispute between Baja Ferries USA L.L.C. ("Baja") and United Shipping Agency Srl ("USA") and I submit this Declaration in support of Defendant's application to vacate the attachment.

2. I reside at Busan, S.Korea. I consider myself fluent in the English language and I, assisted in the drafting of this Declaration, have reviewed and signed this Declaration and submit that the contents are true and within my own personal knowledge.

3. Stx Pos Ship Management Co. has no interest in this litigation and no relationship with any of the parties involved except as otherwise stated herein.

4. USA currently acts as port agents on behalf of Stx Pos Ship Management Co. with respect to certain vessel managed by Stx Pos Ship Management Co.

5. Stx Pos Management Co. has an interest in this action because certain funds restrained pursuant to the Rule B attachment in this case are funds which Stx Pos Ship Management Co. had advanced to USA in its capacity as agents only and as such, are of funds in which USA has no attachable interest.

6. On or about Jul 29, 2008, Stx Pos Ship Management appointed USA to act as its port agent in Constanza, Rumania.

7. Pursuant to that appointment, Stx Pos Ship Management Co. and USA entered into a legally-binding contract whereby USA agreed to provide land-based services for the benefit of our vessel, the M/V JUPITER BRIGHT, on our behalf and in exchange for our payment of commission to USA.

8. Under the agency contract, Stx Pos Ship Management Co. instructed USA to receive an electronic funds transfer in the amount of \$50,000 in its local account in Constanza, to convert the entire amount of those funds into cash and to provide the \$50,000 in cash to the Master of our managing vessel, the M/V JUPITER BRIGHT, during a crew change scheduled to take place at port in Constanza on or about Jul 31, 2008.

9. The Master was ordered to distribute the entire \$50,000 to five departing Korean crew members as payment of wages already earned.

10. Should these funds not reach the departing crew, the crew will most likely obtain an arrest of the vessel at Constanza for unpaid wages which would cause the vessel to be unexpectedly and unjustifiably delayed and incur direct and consequential damages.

11. USA has acted as port agents on our behalf, and has facilitated payment to the Master of our vessels on this occasions. On every one of those occasions, initiated by Stx Pos Ship Management Co. advancing funds electronically to USA, USA has fully complied with our instructions with regard to the ultimately payment of those funds to the designated third party.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated: Busan, S. Korea  
8 August, 2008

STX Pos Ship Management Co.

By:

  
JANG KIL, KIM